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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE CEMENT
MASONS HEALTH AND WELFARE TRUST
FUND FOR NORTHERN CALIFORNIA;
BOARD OF TRUSTEES OF THE CEMENT
MASONS VACATION-HOLIDAY TRUST
FUND FOR NORTHERN CALIFORNIA;
BOARD OF TRUSTEES OF THE CEMENT
MASONS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and BOARD OF
TRUSTEES OF THE CEMENT MASONS
TRAINING TRUST FUND FOR NORTHERN
CALIFORNIA,

Plaintiffs,

v.

K.M. JACKSON ENGINEERING, INC., a
California corporation and KURT THOMAS
MCFADDEN, an individual,

Defendants.

Case No.: C 08-03555 CRB

**STIPULATION TO DISMISS CASE,
WITH PREJUDICE; ORDER THEREON**

Date: October 31, 2008
Time: 8:30 a.m.
Ctroom: 8, 19th Floor

BOARD OF TRUSTEES OF THE
LABORERS HEALTH AND WELFARE
TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF
THE LABORERS VACATION-HOLIDAY
TRUST FUND FOR NORTHERN
CALIFORNIA; BOARD OF TRUSTEES OF
THE LABORERS PENSION TRUST FUND
FOR NORTHERN CALIFORNIA; and
BOARD OF TRUSTEES OF THE
LABORERS TRAINING AND RETRAINING
TRUST FUND FOR NORTHERN
CALIFORNIA,

Case No.: C 08-03556 CRB

1 Plaintiffs,

2 v.

3 K.M. JACKSON ENGINEERING, INC., a
4 California corporation and KURT THOMAS
MCFADDEN, an individual,

5 Defendants.

6
7 **STIPULATION**

8 IT IS HEREBY STIPULATED by and between Plaintiffs Board of Trustees of the
9 Cement Masons Health and Welfare Trust Fund for Northern California, Board of Trustees of
10 the Cement Masons Vacation-Holiday Trust Fund for Northern California, Board of Trustees of
11 the Cement Masons Pension Trust Fund for Northern California and Board of Trustees of the
12 Cement Masons Training Trust Fund for Northern California ("Cement Masons Trust Funds"),
13 on the one hand, and Defendant Kurt Thomas McFadden ("McFadden"), on the other hand,
14 through their respective counsel, as to the following.

15 Plaintiffs Cement Masons Trust Funds and McFadden entered into a written settlement
16 agreement. Pursuant to the express terms and conditions of the written settlement agreement,
17 once the settlement agreement was fully satisfied, Plaintiffs Cement Masons Trust Funds would
18 dismiss the case, with prejudice, in its entirety, and as to all defendants.

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1 All the terms and conditions of the written settlement agreement have been fully
2 performed by both parties and this case should be dismissed, with prejudice, in its entirety and
3 as to all defendants.

4 DATED: March 17, 2009

5 BULLIVANT HOUSER BAILEY PC

6
7 By /s/
8 Ronald L. Richman
9 Susan J. Olson

10 Attorneys for Plaintiffs

11 DATED: March 17, 2009

12 MURPHY AUSTIN ADAMS SCHOENFFLD
13 LLP

14 By /s/
15 Erick C. Turner

16 Attorneys for Defendant Kurt Thomas McFadden
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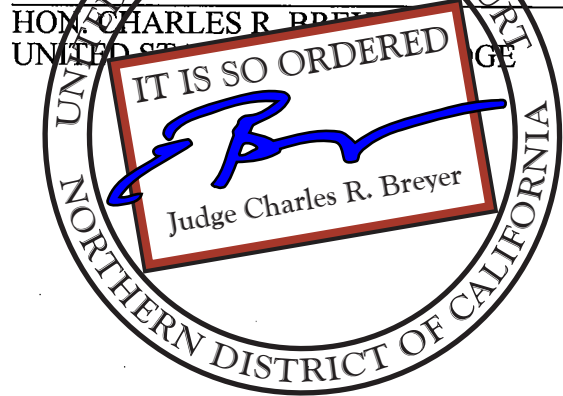
CASE MANAGEMENT ORDER

The Court having read the Stipulation To Dismiss Case with Prejudice and good cause appearing therefore:

IT IS HEREBY ORDERED that this case is dismissed, with prejudice, in its entirety and as to all defendants.

DATED: March 25, 2009

By



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